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July 25, 2005

BY HAND

Honorable Joseph L. Tauro
United States District Court
for the District of Massachusetts
1 Courthouse Way
Boston, MA 02210

**Re: ITV Direct, Inc. v. Healthy Solutions, LLC, et al.
 U.S.D.C. C.A. No. 04-cv-10421-JLT**

Dear Judge Tauro:

On July 20, 2005 this Court entered an order granting Cappseals' motion for summary judgment and directing the parties to file proposed judgments effecting a judgment in favor of Cappseals for amounts owed. On Friday July 22, 2005, Cappseals and Healthy Solutions filed proposed judgments with the Court. While ITV has no objection to the proposed judgment filed by Cappseals, the proposed judgment filed by Healthy Solutions is in violation of a previously entered settlement agreement among the remaining parties. That agreement provided that ITV Direct, Inc. would dismiss its claims against Healthy Solutions and its principals in exchange for a dismissal of Healthy Solutions' claims against ITV Direct.

Consistent with the agreement between Healthy Solutions and ITV Direct, these parties filed a Stipulation for Mutual Dismissals and Proposed Order of Dismissal on March 30, 2005. The parties also filed a joint Motion for Dismissal on that same date, in which counsel for Healthy Solutions represented to this Court that "the vast majority of disputed issues of fact and law are resolved through the Stipulated Dismissal, including the various trademark issues, torts, contract claims and common law rights disputed among the ITV Direct and Healthy Solutions parties." These documents are attached hereto as Exhibits A and B.

This Court initially entered the stipulation and order, but reversed that decision at the request of Cappseals, which asserted that its ability to obtain a judgment might be adversely affected by the mutual dismissals. Given the entry of summary judgment in favor of Cappseals and the proposed judgment submitted by Cappseals, any prior concerns over the entry of the stipulation and dismissal are no longer before the Court. Rather, all that remains before the Court are the claims by ITV Direct and Healthy Solutions, which are all captured by the prior



agreement of the ITV Direct and Healthy Solutions parties to dismiss those claims with prejudice.

Although the ITV Direct and Healthy Solutions parties have agreed to dismiss their claims against each other with prejudice and represented as much to the Court, Healthy Solutions has filed a proposed judgment with the Court providing it independent relief on its contract claims above the amounts necessary to allow for a reach and apply judgment to Cappseals. If such an order is entered, ITV Direct will have no choice but to try all of its claims against Healthy Solutions. Given the settlement agreement, such a trial is obviously a waste of judicial resources.

As a result of the foregoing, ITV Direct respectfully requests that the Court reject the proposed judgment submitted by Healthy Solutions. Instead of entering this proposed judgment, the Court should enter judgment for Cappseals, enter the proposed order dismissing all claims between the ITV Direct and Healthy Solutions parties previously submitted to the Court by agreement and stipulation dated March 30, 2005, and terminate this case.

Sincerely yours,

SEYFARTH SHAW LLP

A handwritten signature in black ink, appearing to read "Ch Robertson".

Christopher F. Robertson

cc: Dustin F. Hecker, Esq.
Daniel J. Kelly, Esq.
Becky V. Christensen, Esq.